

## AGENDA ITEM SUMMARY

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Florida Keys SPCA, Inc. & Stand Up for Animals, Inc. Contract # \_\_\_\_\_  
 Effective 04/20/2005  
 Expiration No Expiration  
 Date: \_\_\_\_\_

### Contract Purpose/Description:

The agreements will show that the Florida Keys Society for the Prevention of Cruelty of Animals, Inc. & Stand Up for Animals, Inc willingness to participate in staffing and other needs of Monroe County's Pet Friendly Special Needs Client Shelters as outlined in the Pet Friendly Sheltering Plan.

Contract Manager: Jerry Eskew 4425 Transporation/Stop 1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 04/20/2005 Agenda Deadline: 04/05/2005

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 0 Current Year Portion: \$ 0  
 Budgeted? Yes ☒ No ☐ Account Codes: \_\_\_\_\_  
 Grant: \$ 0 \_\_\_\_\_  
 County Match: \$ 0 \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4-5-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>D. Gregory for J. Malloch</u>	<u>4-5-05</u>
Risk Management	<u>4/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>4-5-05</u>
O.M.B./Purchasing	<u>4/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/5/05</u>
County Attorney	<u>4/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/05/05</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PET SHELTERING AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and Florida Keys Society for the Prevention of Cruelty of Animals, Inc. (hereinafter referred to as "Contractor");

WHEREAS, several organizations, including Contractor, have worked with County staff to establish a Pet Friendly Special Needs Clients Sheltering Plan; and

WHEREAS, certain not-for-profit organizations contract with the County to provide services to operate the animal shelters for holding and adopting out animals and to conduct animal control law enforcement; and

WHEREAS, these not-for-profit organizations already contracting with Monroe County are willing to participate in the Pet Friendly Special Needs Clients Sheltering Plan;

NOW THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. Contractor agrees to provide the services designated for the Contractor in the Pet Friendly Special Needs Clients Sheltering Plan, as it may from time to time be amended by the County Commission, and which is incorporated herein by reference.

2. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement.

3. Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, or other activities and funding associated with this agreement.

4. Contractor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

5. County may terminate this agreement without cause upon providing written notice to Contractor no less than thirty (30) days prior to the effective date of the termination.

Animal Control Agency

6. Contractor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

7. Contractor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

8. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list (CATEGORY TWO: \$15,000.00).

9. Contractor contracts with COUNTY to provide animal control law enforcement and pet shelter services. The insurance coverage required under the pre-existing contract between COUNTY and Contractor shall apply to this agreement and is incorporated herein by reference.

10. This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

11. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County Administrator  
1100 Simonton Street  
Key West, Fl. 33040

and

County Attorney  
PO Box 1026  
Key West, Fl. 33041-1026

and

Louis LaTorre, Director  
Monroe County Social Services  
1100 Simonton Street, Key West, Fl. 33040

FOR CONTRACTOR:

12. The signatory for the Contractor, below, certifies and warrants that:
  - (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
  - (b) He or she is empowered to act and contract for Contractor.
  - (c) This agreement has been approved by the Contractor's Board of Directors.
13. This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.
14. Nondiscrimination. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Animal Control Agency

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

Contractor:  
Florida Keys Society for the Prevention  
of Cruelty of Animals, Inc.

Witnesses:

By \_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date

4/05/05

**PET SHELTERING AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and Stand Up For Animals, Inc. (hereinafter referred to as "Contractor");

WHEREAS, several organizations, including Contractor, have worked with County staff to establish a Pet Friendly Special Needs Clients Sheltering Plan; and

WHEREAS, certain not-for-profit organizations contract with the County to provide services to operate the animal shelters for holding and adopting out animals and to conduct animal control law enforcement; and

WHEREAS, these not-for-profit organizations already contracting with Monroe County are willing to participate in the Pet Friendly Special Needs Clients Sheltering Plan;

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2. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement.

3. Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, or other activities and funding associated with this agreement.

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Animal Control Agency

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8. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list (CATEGORY TWO: \$15,000.00).

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FOR COUNTY:

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1100 Simonton Street  
Key West, Fl. 33040

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County Attorney  
PO Box 1026  
Key West, Fl. 33041-1026

and

Louis LaTorre, Director  
Monroe County Social Services  
1100 Simonton Street, Key West, Fl. 33040



FOR CONTRACTOR:

12. The signatory for the Contractor, below, certifies and warrants that:

- (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
- (b) He or she is empowered to act and contract for Contractor.
- (c) This agreement has been approved by the Contractor's Board of Directors.

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Animal Control Agency

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

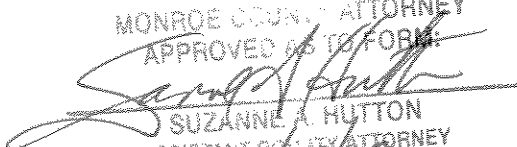
\_\_\_\_\_  
Mayor/Chairman

Contractor:  
Stand Up for Animals, Inc.

Witnesses:

By \_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 4/05/05